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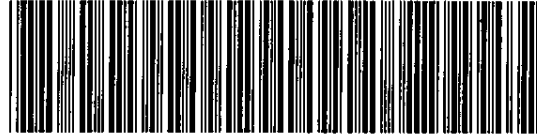
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2007 MAY 16 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C.D. 5-17

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May 15, 2007

Florida Department of State
CORPORATIONS DIVISION
Post Office Box 6327
Tallahassee, FL 32314

Re: NICKANNA Corp.

TO WHOM IT MAY CONCERN:

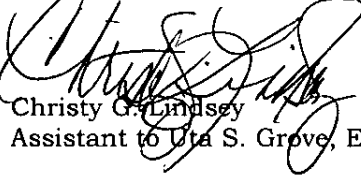
Enclosed are duplicate original Articles of Incorporation for the above referenced corporation. Also enclosed is a check in the amount of \$78.75 to cover the following: filing fees in the amount of \$35.00, cost for a certified copy in the amount of \$8.75 and cost for designation of registered agent in the amount of \$35.00.

If the Articles of Incorporation are in order, would you please cause the certified copy to be returned to the attention of the undersigned.

Thank you for your assistance and cooperation.

Very truly yours,

POWELL, CARNEY, GROSS, MALLER & RAMSAY, P.A.



Christy G. Lindsey
Assistant to Uta S. Grove, Esq.

/lb
Enclosures: a/s

**ARTICLES OF INCORPORATION
OF
NICKANNA CORP.**

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The undersigned, for the purpose of forming a corporation under the provisions of Chapter 607 of the *Florida Statutes*, hereinafter referred to as the Corporation, hereby agree to the following:

**ARTICLE I
Name and Address**

The name of the Corporation shall be **NICKANNA CORP.** and its mailing address is 2451 McMullen Booth Road, Suite 312, Clearwater, Florida 33759.

**ARTICLE II
Purpose and Powers**

The nature of the business and of the purposes to be conducted and promoted by the corporation (the "Company"), is to engage solely in the following activities:

(i) To acquire certain parcels of real property known as Town Center Shopping Center, together with all improvements located thereon, in the City of Lakeland, Polk County, Florida (the "Property");

(ii) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property; and

(iii) To exercise all powers enumerated in the Statutes of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**ARTICLE III
Limitations**

The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of UBS Real Estate Investments Inc., its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Company shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the Company shall not dissolve or liquidate. For so long as any mortgage lien exists on any portion of the Property, the Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Company) formed or surviving such consolidation or merger or that acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article III, and (c) shall expressly assume the due and punctual performance of the Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Company and be continuing. For so long as the First Mortgage exists on any portion of the Property, the Company will not voluntarily commence a case with respect to itself, as debtor,

under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the board of directors of the Company. For so long as the First Mortgage exists on any portion of the Property, no material amendment to this certificate of incorporation or to the corporation's by-laws may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property, or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the First Mortgage.

No transfer of any direct or indirect ownership interest in the Company may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Company, more than a 49% interest in the Company, unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the First Mortgage and to any applicable rating agency concerning, as applicable, the Company, the new transferee and/or their respective owners.

ARTICLE IV ***Term of Existence***

The Corporation shall have perpetual existence. Corporate existence shall commence on the date of execution and acknowledgment of these Articles of Incorporation, provided that these Articles of Incorporation are filed with the State of Florida Department of State within five (5) business days of such date. Otherwise, corporate existence shall commence on the date of filing of these Articles of Incorporation.

ARTICLE V ***Capital Stock***

The authorized capital stock of the Corporation shall be 1,200 shares of common stock having a par value of \$1.00 per share.

ARTICLE VI ***Board of Directors***

The business and affairs of the Corporation shall be managed by a Board of Directors, the members of which shall be hereinafter referred to as Directors. The initial Board of Directors of the Corporation shall consist of one (1) Director, whose name and address is as follows:

Name	Address
G.N. Farantatos	2451 McMullen Booth Road, Suite 312 Clearwater, Florida 33759

The number of Directors shall be as provided in the Bylaws of the Corporation, but shall not be less than one (1). Directors shall be elected and hold office as provided in the Bylaws.

ARTICLE VII
Officers

The initial Officers of the Corporation shall consist of three (3) Officers, whose names and addresses are as follows:

Name	Title
G.N. Farantatos	President
Carlos Aponte	Vice-President, Secretary, Treasurer
Bruce Ovans	Vice-President

All of whom shall have an address of: 2451 McMullen Booth Road, Suite 312, Clearwater, Florida 33759.

ARTICLE VIII
Registered Office and Agent

The street address of the initial registered office of the Corporation shall be 2451 McMullen Booth Road, Suite 312, Clearwater, Florida 33759. The name of the initial registered agent of the Corporation located at said address shall be ANDROS CORPORATION, a Florida corporation.

ARTICLE IX
Amendments

These Articles of Incorporation may be amended as set forth in the Florida Statutes, as amended from time to time.

ARTICLE X
Bylaws

The Board of Directors shall adopt Bylaws for the Corporation at a meeting of the Board of Directors following the filing of these Articles of Incorporation. The power to adopt, alter, amend or repeal the Bylaws of the Corporation may be exercised by the Board of Directors or the shareholders in accordance with the provisions of the Bylaws. Any Bylaws adopted by the Board of Directors or the shareholders may be altered, amended or repealed by the other group; provided, however, that any Bylaws adopted by the shareholders may provide that it shall be altered, amended, or repealed only by the shareholders.

ARTICLE XI
Title To Corporate Property

All property owned by the Corporation shall be owned by the Corporation as an entity and, insofar as permitted by applicable law, no shareholder or officer shall have any ownership interest in any corporate property in its individual name or right and, each share or other ownership interest in the Corporation shall be personal property for all purposes.

ARTICLE XII
Separateness Provisions

For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other

provisions set forth in this certificate of incorporation, the Company shall conduct its affairs in accordance with the following provisions:

(i) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate(s) or, if it shares office space with its parent or any affiliate(s), it shall allocate fairly and reasonably any overhead and expense for shared office space.

(ii) It shall not own and will not own any asset or property other than (i) the Property and (ii) incidental personal property necessary for the ownership or operation of the Property.

(iii) It will not engage, directly or indirectly, in any business other than the ownership, management and operation of the Property and it will conduct and operate its business as presently conducted and operated.

(iv) Its Board of Directors shall hold appropriate meetings or act by unanimous consent to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.

(v) It will not enter into any contract or agreement with its parent, any affiliate of the Company or any constituent party of the Company except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arms-length basis with unrelated third parties.

(vi) It has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the mortgage lien and (ii) trade payables or accrued expenses incurred in the ordinary course of the business of operating the property with trade creditors and in amounts as are normal and reasonable under the circumstances. No indebtedness other than the indebtedness secured by the mortgage lien may be secured (subordinate or pari passu) by the Property.

(vii) It has not made and will not make any loans or advances to any third party, including its parent, any affiliate of the Company or constituent party of the Company and shall not acquire obligations or securities of its affiliate(s).

(viii) It is and will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(ix) It has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and it will not amend, modify or otherwise change the certificate of incorporation or the corporation's by-laws without the prior written consent of the mortgage lien holder or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal, or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the First Mortgage.

(x) It will maintain all of its books, records, financial statements and bank accounts separate from those of its parent, its affiliate(s) and any constituent party and the Company will file its own separate tax returns, or if part of a consolidated group, then it will be shown as a separate member of such group. It shall maintain its books, records, resolutions and agreements as official records.

(xi) It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including its parent, any affiliate or any constituent party of the Company), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

(xii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(xiii) Neither the Company nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any other person or entity.

(xiv) It will not commingle the funds and other assets of the Company with those of its parent, any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

(xv) It has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual asset or assets, as the case may be, from those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

(xvi) It shall not pledge its assets and does not and will not hold itself out to be responsible for the debts or obligations of any other person.

(xvii) It shall pay any liabilities out of its own funds, including salaries of any employees.

(xviii) The Company shall maintain a sufficient number of employees in light of its contemplated business operations.

(xix) The Company shall not guarantee or become obligated for the debts of any other entity or person.

For purpose of this Article XII, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Company, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Company, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE XIII
Subordination and Indemnities

Any indemnification of the Company's directors and officers shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.

ARTICLE XIV
Incorporator

The name and address of the incorporator is:

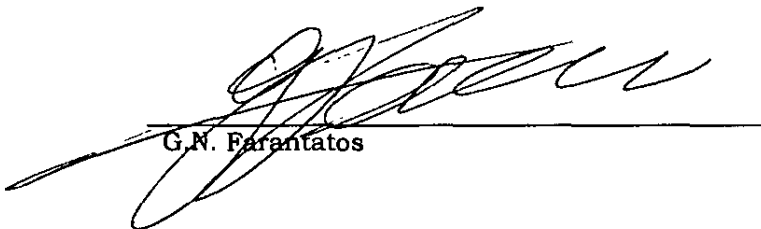
Name

Address

G.N. Farantatos

2451 McMullen Booth Road, Suite 312
Clearwater, Florida 33759

IN WITNESS WHEREOF, for the purpose of forming a corporation under the laws of the State of Florida, the undersigned executed these Articles of Incorporation on this 11th day of ~~April~~ May, 2007.


G.N. Farantatos

ACCEPTANCE

The undersigned hereby agrees to act as initial Registered Agent for **NICKANNA CORP.**, a Florida corporation, as stated in these Articles of Incorporation.

ANDROS CORPORATION, a Florida corporation

By:


G.N. Farantatos, its President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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